

Request for Proposals

The Town of Newington is requesting proposals for professional services for Hazardous Materials Testing and Monitoring Services, for both the Newington public schools and other Town buildings. All proposals must be submitted in accordance with Town requirements, as set forth in the Request for Proposals documents, which are available in the Office of the Town Manager, 131 Cedar Street, Newington, CT 06111 and on line at the Town's website, www.newingtonct.gov under Doing Business, Bid Opportunities. Proposals will be received until 4:00 P.M. on January 5, 2012 in the Office of the Town Manager. The Town of Newington reserves the right to reject any or all proposals.

John L. Salomone
Town Manager

RFP No. 1, 2011-12

TOWN OF NEWINGTON

REQUEST FOR PROPOSALS

HAZARDOUS MATERIALS TESTING AND MONITORING SERVICES

I. GENERAL INFORMATION

The Town of Newington is requesting proposals from experienced industrial hygienist and environmental engineering firms for professional services related to hazardous materials testing and monitoring services. Hazardous materials includes, but is not limited to, asbestos, lead paint, PCBs, mold, radon, refrigerants, mercury, conditions or substances that would adversely impact indoor air quality, as well as potentially harmful chemicals, solvents, hydraulic fluids, and heating oils. Professional services shall be required as described in the scope of services below. The previous contractor (Industrial Health and Safety Consultants, Inc.) has informed the Board of Education it will no longer be offering field consulting services.

II. GENERAL REQUIREMENTS

- A. Respondents shall be able to provide references upon request and be able to provide the Town with a certificate of insurance showing commercial general liability coverage of at least \$1,000,000 and naming the Town as an additional insured. The Town reserves the right to waive informalities or to reject any or all proposals when such action is deemed to be in the best interests of the Town. The Town reserves the right to delete such items as it deems necessary from these proposals. All exceptions of the respondent to the terms and specifications of this RFP shall be made in writing and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the respondent. The Town reserves the sole right to reject proposals that contain exceptions which are unacceptable. In order to provide the requested services to the Town, the respondent must be able to demonstrate the expertise and flexibility necessary to successfully complete this work. Services shall only be provided after written authorization is received from the Town. The Town reserves the right to utilize some, all or none of the various services identified in this RFP. All services performed shall be completed to the satisfaction of the Town Manager. The Town reserves the right to terminate any agreement upon ten (10) calendar days written notice of failure by the respondent to provide service to the satisfaction of the Town Manager. All responses received are subject to the State of Connecticut Freedom of Information requirements.

B. NONDISCRIMINATION

The Contractor shall agree and warrant that it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race,

color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental disability, physical disability, or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of Newington.

C. HOLD HARMLESS

The Contractor agrees to indemnify, defend and hold harmless the Town of Newington and its respective officers, employees, agents and/or servants against all demands, claims, actions or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred by the Town of Newington resulting from or arising out of:

1. Any breach by the Contractor of the terms of the specifications, or
2. Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents and/or servants of the town of Newington or the Contractor or subcontractors or material men, or
3. Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all persons, or
4. Any damage to property, real or personal, (including property of the Town of Newington or its respective officers, agents and servants)

caused in whole or in part by the acts or omissions of the Contractor any subcontractor or any material men or anyone directly or indirectly employed by them while engaged in the performance of any work for the Town of Newington.

D. INSURANCE

The successful respondent shall furnish a certificate of insurance to the Town Manager for the following insurance coverage within ten (10) days from notice of award. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut and that have a current A.M. Best's rating of A-(VIII). Insurance coverage shall remain in full force for the duration of the award/contract term including any and all extensions. All insurance, except for Professional Liability Insurance, shall be carried on an occurrence basis. Such certificate of insurance shall specify that the Town of Newington will receive thirty (30) days notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.

1. Commercial General Liability including Premises-Operations, Independent Contractors, Blanket Contractual, Products and Completed Operations:

\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

Combined Single Limit for personal injury or property damage or both combined.

Such policy shall name the Town as additional insured.

2. Comprehensive Automobile Liability covering owned, non-owned, hired or leased vehicles.

\$1,000,000 Each Accident

Combined Single Limit for bodily injury or property damage or both combined.

3. Workers Compensation Insurance in accordance with Connecticut State Statutes.

Employers Liability Limit - \$100,000 per accident

- \$100,000 for disease per employee
- \$500,000 for each disease/policy limit.

4. Professional Liability Insurance, on a claims made basis, for the term of the award/contract, and continuing for six years following the expiration of the award/contract at the successful respondent's expense. Such policy shall name the Town as additional insured.

- \$1,000,000

5. Pollution and Remediation Liability, in a form and written by an insurer that is acceptable to the Town. The policy shall be specifically endorsed to cover mold by adding mold, fungus or microbial matter to the definition of a pollutant. Coverage shall include on site and off site disposal. Coverage shall be maintained for a minimum of six years following expiration or earlier termination of any Award. Such policy shall name the Town as additional insured.

- \$ 5,000,000

III. SCOPE OF SERVICES

- A. The Town seeks a firm to monitor hazardous materials abatement activity on school and general government construction projects in Newington, in accordance with all applicable state and federal requirements.
- B. The firm selected shall keep records of all monitoring activities, inspections and tests, and shall furnish all reports to the Town and the appropriate state officials.

- C. It shall collect all necessary samples, and conduct all necessary tests, to (1) identify the location(s) that require abatement, and (2) to verify that the items have been abated to an acceptable level that meets all state and federal requirements.
- D. It shall develop the specifications and construction documents for the abatement activity and management of hazardous materials. It shall coordinate both its activities and the specifications with any other architectural or engineering firms retained by the Town general government and/or Board of Education.
- E. It shall coordinate abatement activity and management of hazardous materials with the abatement contractors and Town staff, in order to facilitate the process of abatement.
- F. Whenever abatement activity takes place on Town property, the firm selected shall monitor the abatement contractor's activities for adherence to all state and federal requirements and to safeguard the Town's interests. This shall include keeping a log of asbestos abatement personnel on site each day and inspecting their licenses to ensure that they are current and that the workers have received the proper training and certifications. The hazardous materials testing and monitoring firm shall have a person on site during all hazardous materials abatement activities performed by the construction/abatement contractor on each project. This person shall bring all discrepancies to the immediate attention of the contractor and, if corrective action is not taken, shall notify the Town Manager's Office and all appropriate authorities. The firm selected shall review all notifications, all submittals (including notifications to State of Connecticut agencies that have jurisdiction over abatement activities), and plans for construction that include abatement activity or management of hazardous materials. It shall review shop drawings and documentation regarding enclosure systems and isolation of the work areas. It shall review submittals on equipment to be used by the construction/abatement contractor. It shall require and verify the construction/abatement contractor's documentation regarding the fitting of respirators, the wearing of protective clothing, the use of showers on entry and exit from the work areas, medical examinations, and all aspects of work procedures related to hazardous material abatement and management, as appropriate. It shall verify that the specifications and proper regulations are being met. It shall collect and review air monitoring information during abatement activities. Once abatement and management activities are completed, the firm selected shall inspect to determine that the construction/abatement contractor has removed the material to the level required by all applicable regulations. The firm selected shall review documentation on the disposal of abated materials to verify not only adherence with appropriate regulations but also to protect the interests of the Town by matching the quantities removed with the quantities received at the disposal site, the suitability of the disposal site, etc. The firm selected shall review final submittals and continue to require the construction/abatement contractor to provide all missing or incomplete documentation until the required documentation is provided.
- G. The firm selected shall conduct all necessary tests and shall produce the results in a timely manner. The Town considers a timely manner to be forty eight to

seventy two hours after samples have been collected. It shall spot test areas where questions arise that may not have been tested previously due to oversight or inaccessibility.

- H. All documentation necessary for review by the State of Connecticut Department of Education during the plan completion test process shall be provided.
- I. The firm selected as a result of this Request for Proposals shall assist the Town in the contractor selection process by reviewing bids received for abatement work and providing a recommendation of award.
- J. The firm selected shall monitor and maintain the hazardous materials records and asbestos management plans of each school and provide any re-inspections and additional information needed to bring the records up to date as required by the Asbestos Hazard Emergency Response Act (AHERA) regulations. The asbestos management plans at all Board of Education locations were updated in 2011, so comprehensive updates will not be required until 2014. Re-inspections and updating of the asbestos management plans shall be performed every three years, starting in 2014. The firm selected shall be responsible for integrating all asbestos related activity into the asbestos management plans in two locations, at the individual school and at the central administrative office, as the asbestos related activity occurs.
- K. The firm selected shall be and shall remain knowledgeable on all issues regarding hazardous materials that have a reasonable probability of pertaining to Board of Education and general government facilities. It shall retain all necessary certifications and training of its employees at its own expense.
- L. Finally, it shall provide refresher training for Town/ Board of Education staff for dealing with lead paint, PCBs, radon, mold, and odors.

IV. PROPOSAL

- A. In order to provide the requested service to the Town, the respondent must be able to demonstrate that it has the expertise, flexibility, and personnel available to successfully complete these projects.
- B. To comply with the requirements of Section IV D, below, the proposal shall contain a detailed listing of the qualified individuals who will be assigned to this project. The listing shall also reflect the method of internal management necessary to insure efficient, cost effective use of staff. Resumes of all individuals to be associated with this award shall be provided. Resumes shall include similar experience and responsibility for that activity to be performed under this award.
- C. The proposal shall demonstrate the ability of the firm to rapidly respond to the needs of the Town. If the proposal contains a joint-venture approach, overall responsibility must be clearly identified, as well as a detailed plan of delineation of work assignments. The Town will only contract with one principal firm.
- D. The proposal format should contain a letter of transmittal, an executive summary and the experience of the firm. This third section (experience of the firm) should address the firm's skills and experience in municipal projects,

school construction projects, and on-going monitoring of education related core re-inspection protocols. The next section of the proposal should relate to the specifics of the Scope of Services of this Request for Proposals. It should identify the primary point of contact; identify the testing laboratory that will be used and its credentials; and list the personnel that will be involved with Town projects, provide their resumes and a summary of similar experiences as it relates to that individual's assignment.

- E. Fees should not be included in the respondent's initial submittal. Only finalists invited for interviews by the Town shall provided fees. Those who are interviewed shall list fees that will be charged to the Town. This shall include the hourly rate for all personnel, or personnel categories, that will be used on these projects. All fees for testing and laboratory analysis shall be clearly identified as well, on a per test basis. It is expected that the firm selected will pay the testing laboratory directly and then be reimbursed by the Town. Provide per test fees for all types of tests that would be conducted for asbestos abatement, lead paint abatement, PCB testing and any other hazardous material abatement and management related activity normally conducted in public schools, both for renovation projects and during the course of education operations. All charges for overhead, insurance, travel, telephone calls, postage, shipping, photocopies, and any other miscellaneous expenses shall be included in the hourly rates and per test fees requested above.
- F. Information pertaining to disputes involving the respondent also should not be included in the respondent's initial submittal. Those firms interviewed shall provide in writing a list of any prior claims, disputes or arbitration proceedings that have occurred regarding any activity involving a municipality, public school, or the State of Connecticut in the past seven years. This list should state who the dispute was/is with and the status of each, even if they are pending. If there have not been any such claims or disputes, the respondent should also state this in writing. Failure to provide this information shall be sufficient grounds for terminating or voiding any award resulting from this Request for Proposals.

V. SELECTION PROCESS

All firms wishing to be considered for this appointment shall submit three (3) concisely worded replies based on the format and requirements set forth in this request for proposals to the office of the Town Manager, 131 Cedar Street, Newington, CT 06111, before 4:00 p.m., January 5, 2012. All submittals shall be clearly labeled "RFP No. 1, 2011-12, Hazardous Materials Testing and Monitoring Services". The Town, at its sole discretion, shall determine those respondents that best meet its needs. Those firms shall be invited for interviews at a date and times to be determined. Those firms to be interviewed shall bring the information required in sections IV E and IV F of this RFP to the interview. One or more finalist shall be selected following interviews.

VI. OTHER

Services to be provided under this RFP shall only be provided after written authorization is received from the Town. The Town of Newington reserves the right to utilize some, all, or none of the various services outlined herein. The Town reserves the right to reject any and all proposals when it deems such action is in the best interests of the Town and also to select one or more respondents that the Town determines best meets its needs. The Town intends, but is not required, to make one or more awards as a result of this RFP that are open-ended in nature in order to provide the continuity and consistency it deems vital to the successful operation of its various facilities. All responses and submittals received as a result of this Request for Proposals shall become the property of the Town upon receipt. All work products provided to the Town following award shall also be the sole property of the Town upon receipt. The Town shall not be responsible for any expenses incurred in preparing and submitting a response to this Request for Proposals.

VII. QUESTIONS

All questions regarding this request for proposals shall be directed to Jeff Baron Director of Administrative Services, Town of Newington, 131 Cedar Street, Newington, CT 06111, telephone (860) 665-8513, fax (860) 665-8507. Office hours are 8:30 to 4:30, Monday through Friday. All questions shall be presented at least four business days prior to the submission deadline to allow for the preparation and distribution of addenda. Any addenda will be posted on the Town's website, www.newingtonct.gov under Doing Business, Bid Opportunities, at least forty eight hours prior to the response deadline. It is the responsibility of each respondent to check this web site for the presence and content of any addenda.